

Storey Family Limited Partnership Two, LLLP
3638 Walton Way Extension
Suite 201
Augusta, GA 30909

July 26, 2022

Mr. Kevin L. Woodruff
Superfund Division – EB
U.S. Environmental Protection Agency, Region 4
Sam Nunn Atlanta Federal Center
61 Forsyth Street, S.W. – MS 9T25
Atlanta, Georgia 30303-8909

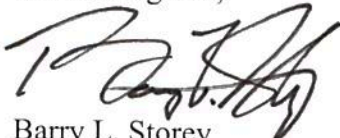
Re: **Information Request Letter** to Storey Family Limited Partnership Two, LLLP

Dear Mr. Woodruff,

Please find enclosed our responses to your Information Request Letter of June 15, 2022, along with the documents related to these responses that we were able to locate. As represented, the 71.21-acre parcel indicated on Enclosure B to your letter was originally purchased in 1997 by my father, M. Bert Storey, and subsequently transferred to Storey Family Limited Partnership Four, then Storey Family Limited Partnership Two (“SFLP2”) in related party transactions for tax and estate planning purposes. Mr. Storey passed away in 2018, and no one associated with SFLP2 was involved in the original purchase transaction, so our responses are somewhat limited by this lack of direct knowledge. However, it is our belief that the property actually owned by SFLP2 was never utilized for mining activities, and that this fact is reflected in the attached documents, and implicit in the modification to the underlying contract of sale to reduce the overall acreage purchased in 1997.

SFLP2 has consistently cooperated with EPA in its investigation of the Barite Hill/Nevada Goldfields Superfund Site and will continue to cooperate with any ongoing assessment and remediation of that site. If you have any questions or need additional information, please contact Laura Seigler in my office at (706) 736-8401.

Kindest regards,



Barry L. Storey
General Partner

Enclosures

**Responses to EPA Information Request Letter
Storey Family Limited Partnership Two, LLLP**

NOTE: The EPA Information Request Letter does not define the term "Property", however it does identify a parcel owned by Storey Family Limited Partnership, LLLP adjacent to the Barite Hill/Nevada Goldfields Superfund Site, and we presumed for purposes of completing this questionnaire that the 71.21-acre site with tax parcel ID# of 128-00-00-038 is the Property for which the questions are asked.

1. Identify your company by:

A. Legal name, including any doing business as name:

Storey Family Limited Partnership Two, LLLP (hereinafter, SFLP2)

B. Date and state of incorporation, if any: 10/15/2004 Georgia

C. Complete mailing and physical address of central office:

3638 Walton Way Extension

Suite 201

Augusta, GA 30909

D. Name and mailing address of your registered agent:

Barry L. Storey

3638 Walton Way Extension

Suite 201

Augusta, GA 30909

2. Identify the person(s) authorized to discuss this site with EPA by:

A. Full name and title

B. Mailing address and physical address

C. Daytime telephone number

Barry L. Storey, General Partner

Storey Family Limited Partnership Two, LLLP

3638 Walton Way Extension

Suite 201

Augusta, GA 30909

(706) 831-4900

Laura Seigler, Representative

Storey Family Limited Partnership Two, LLLP

3638 Walton Way Extension

Suite 201

Augusta, GA 30909

(706) 736-8401

3. Describe the business activities your company has conducted and/or currently conducts at the Property.

No business activities other than agricultural/silvicultural have ever been conducted on this parcel. This property was acquired in 1997 by M. Bert Storey as timberland and as a buffer for agricultural land (cattle farm) he owned to the west at the time, to assure nothing undesirable

or incompatible with the agricultural use would be done with the subject property. The Property has been owned and managed as timberland without any other activities taking place.

4. **Describe any hazardous material/waste streams generated at the Property, including the nature, volume, and content of each waste stream, and the disposal process(es) for each identified waste streams. If your company does not generate any hazardous materials/waste streams, you may answer with: Not Applicable.**

Not Applicable

5. **Describe any changes your company made to the Property including but not limited to construction and grading.**

No changes have been made to the Property since its original acquisition in 1997 and it has remained in agricultural/silvicultural use.

6. **Provide any agreements related to the purchase of the Property.**

Enclosed are copies of the original purchase contract for 113 acres (Tab A), a 1954 survey of the 113-acre parcel (Tab B), a recorded warranty deed for the 71.21-acre portion of the property actually purchased (Tab C), a 1997 recorded survey of the 71.21-acre parcel actually purchased (Tab D), a 2010 quit-claim deed for the Property from M. Bert Storey to Storey Family Limited Partnership Four, LLLP, (Tab E) and a 2011 deed to SFLP2 (Tab F).

7. **Describe what you knew about the Property prior to your acquisition of the Property, and list your sources of information.**

The Property was originally acquired in 1997 by M. Bert Storey, now deceased. M. Bert Storey passed away April 27, 2018. Per the enclosed records, Mr. Storey originally contracted to buy 113 acres. He commissioned a title opinion for that purchase, and the title attorney researched prior uses and raised environmental concerns related to mining activity conducted on a portion of those 113 acres (Tab G). Subsequently, the transaction was obviously modified to reduce the area purchased to the 71.21 acres currently owned, and the areas of known mining activity were not believed to have been included in the 1997 acquisition. A comparison of the 1954 survey, included in the original contract, with the recorded 1997 survey demonstrates the change in the transaction. Comparing the boundary lines in the 1997 survey to the 1954 survey and to Google Earth images (Tab H) from 1994 and 1999 (before and after the transaction) it appears clear that the 1997 survey lines were intended to remove all areas being used for mining operations out of the parcel Mr. Storey actually acquired. Thus, as described in the Request for Information, it is believed that the Property is adjacent to the Barite Hill/Nevada Goldfields Superfund Site and that no mining activity was ever conducted on the Property.

8. **Describe, in detail, any and all investigations relating to the Site Property that you undertook prior to acquiring the property (e. g. Phase 1 environmental assessment), including investigations**

- A. **About the previous owners of the property**
- B. **Into the historical uses of the property**
- C. **By an environmental professional**

- D. Into the potential for contamination at the property**
- E. Involving any review of state, federal, or local government records concerning contamination at the property; or**
- F. Involving visual inspection of the property.**

As described above, the original sales contract was for 113 acres. M. Bert Storey commissioned a new survey to subdivide the original parcel to reflect the 71.21 acres actually purchased. The real estate attorney's title opinion letter references environmental concerns that were apparently the basis for the reduction in acreage. As M. Bert Storey died in April of 2018, we cannot verify or locate any other investigations he may have conducted or commissioned. To the best of our knowledge, there was no environmental due diligence "best practice" commercially and customarily utilized for timberland transactions in 1997, or any regulatory requirements purchasers could look to. A title opinion of the depth and breadth apparently involved in this transaction would have been commercially reasonable for a purchase of timberland that had not previously been developed.

The 71.21-acre Property was transferred by M. Bert Storey to Storey Family Limited Partnership Four, LLLP in 2010. In 2011, Storey Family Limited Partnership Four, LLLP transferred the Property to Storey Family Limited Partnership Two, LLLP. As the 2010 and 2011 transactions were between related entities and conducted for tax and estate planning purposes, no additional investigations were conducted pursuant to those transactions.

- 9. Describe any limitations on your opportunity or ability to investigate conditions at the Property prior to and after your acquisition of an interest in the Property.**

As noted above, the Property was first acquired by M. Bert Storey, now deceased. M. Bert Storey later transferred the ownership of the Property into a related entity, SFLP2, for no consideration. To our knowledge, no one currently living was directly involved in the negotiations for original acquisition of the Property, or any investigations relating to the Property, and we have no knowledge regarding limitations on M. Bert Storey's ability to investigate conditions on the Property.

- 10. Do you or your company have any specialized knowledge or experience relating to evaluating or remediating environmental contamination on properties such as the Property? If so, please describe that knowledge or experience in detail.**

No one currently involved with SFLP2 has any specialized knowledge or experience relating to evaluating or remediating environmental contamination on properties. To our knowledge, M. Bert Storey also lacked specialized knowledge or experience related to evaluation or remediation of environmental contamination; however, it is believed he had extensive knowledge in the purchase and management of timberland.

- 11. Please describe, in detail, any and all efforts you have made since you or your company acquired the Property to:**

- A. Stop any continuing release of hazardous substances on, about, or beneath the Property;**
 - B. Prevent any threatened future release of hazardous substances on or from the Property;**
- and**

- C. Prevent or limit any human, environmental or natural resource exposure to previously released hazardous substances on, about, or beneath the Property.**

Prior to the recent communications from EPA and SCDHEC, the current principals of SFLP2 were unaware of any threat of release that may impact the Property and continue to have no knowledge of any threat of a release impacting the Property. Representatives of SFLP2 have cooperated fully with EPA investigations associated with the Barite Hills Mine Superfund Site and have authorized access to our Property by EPA for that purpose at least four times between 2012 and today. See attached access authorizations (Tab I).

- 12. Are there any persons, other than those you have already identified, who are or were associated with your company, who may be better able to answer any of these questions? If so, please provide those persons' names, current mailing addresses, and current telephone numbers.**

No one else would be better able to answer any of these questions.

- 13. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide the following:**
- A. Your company's document retention policy;**
 - B. A description of how the records were destroyed (burned, trashed, etc.) and the approximate date of destruction;**
 - C. A description of the type of information that would have been contained in the documents;**
 - D. The name, job title and most current address known by you of the person(s) who would have produced these documents, the person(s) who would have been responsible for the retention of these documents; the person(s) who would have been responsible for the destruction of these documents; and the person(s) who had and/or still may have the originals or copies of these documents; and**
 - E. The names and most current address of any person(s) who may possess documents relevant to this inquiry**

All documents of which we are aware have been enclosed. To our knowledge, no documents were destroyed. As described above, M. Bert Storey passed away in 2018, and no other living person associated with SFLP2 was involved in the original acquisition of the Property. Moreover, the real estate attorney representing M. Bert Storey at the time is also deceased. We therefore cannot state definitively whether any other relevant documents existed at that time.

Tab A

SALES CONTRACT

North Augusta, S.C. August 18 1997

THIS AGREEMENT, Made and Entered into, this 18 day of August 19 97, between
Rainsford & Sons, of Edgefield SC
Bert Storey, of Augusta, Ga hereinafter referred to as SELLER, and
 WITNESSETH: hereinafter referred to as BUYER:

1. Seller has agreed to sell and Buyer to buy, on the terms and conditions hereinafter set forth, the following described property, to-wit:

113 Acres, more or less, McCormick County fronting Hwy. #44

See attached plat by G.E. Cantelon July 1954 for better description.

Including all lighting fixtures attached thereto, and all heating and water heating equipment located therein.

2. The purchase price of said property is \$ 700.00 per acre, payable as follows:

SEVEN HUNDRED PER ACRE-CASH AT CLOSING

3. Seller hereby acknowledges receipt of \$ 1000.00, as earnest money, which is to be deposited with Mathis Realty Inc., Agents, in escrow, for Seller, which earnest money is to be applied as part payment of the purchase price of said property at the time the sale is consummated.

4. Seller agrees to furnish a marketable title to said property and agrees to convey said property by Warranty Deed to Buyer at the time the sale is consummated, subject to: (1) All valid restrictions of record; (2) Zoning ordinances affecting the same; (3) Encumbrances as specified in this contract; (4) Existing leases. Buyer assumes Seller's responsibility under said leases to tenant and to the broker who initiated such leases.

5. Buyer is hereby allowed 30 days in which to have the title to said property examined by an Attorney and in which to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have fifteen (15) days after receipt of such objections to satisfy all valid objections and if Seller fails to satisfy such objections within said time, then at the option of the Buyer, evidenced by written notice to Seller, this contract shall be null and void.

6. Time is of the essence of this contract; and, Seller and Buyer agree that such papers as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at the time this sale is consummated.

7. Seller warrants that when the sale is consummated the improvements on the property will be in the same condition as they are on the date of this contract, natural wear and tear excepted, and Seller specifically assumes the risk of loss or damage to said property until the consummation of the sale. Should the premises be destroyed or substantially damaged before this contract is consummated, then, at the election of the Buyer: (a) The contract may be cancelled; (b) Buyer may consummate the contract and receive such insurance as is paid on the claim of loss; if there is no insurance, the reasonable cost of repairing said improvements shall be subtracted from the purchase price provided for in Paragraph 2 hereof. This election is to be exercised by the Buyer within ten (10) days after the amount of the Seller's damage is determined.

8. Seller is to pay all taxes, encumbrances, water charges and the like on said property, and for all revenue stamps on Seller's deed. Buyer is to pay for the examination of title and preparation of all instruments necessary to close this sale. Taxes, interest on loan, rents and insurance premiums are to be pro-rated as of the date of closing.

9. In negotiating this contract, Mathis Realty Inc., as Broker, has rendered a valuable service, and for this reason, the Broker is made a party to this contract so as to enable the Broker to enforce his commission rights hereunder against the parties hereto on the following basis: Seller agrees to pay Broker a commission of \$ 50.00 per acre consummated. Seller also agrees that if this sale is not consummated because of Seller's inability, failure or refusal to convey marketable title, Seller shall pay the full commission to Broker, and Broker shall return the earnest money to the Buyer. Buyer agrees that if he fails or refuses to consummate this sale for any reason, except lack of marketable title to the Seller, Buyer shall pay Broker the full real estate commission provided for herein, and in such event, the Broker shall apply the earnest money deposited by the Buyer towards the payment of the real estate commission, and turn any excess thereof over to the Seller as liquidated damages to the Seller, if Seller claims such balance as his liquidated damages; and Buyer agrees that thereupon the Broker is released from any and all liabilities for return of the earnest money to the Buyer.

10. The following stipulations shall, if in conflict with the printed matter contained herein, control:

SPECIAL STIPULATIONS

- 1.) Closing to be on or before Sept. 18, 1997
- 2.) Buyer pays for new survey if needed and sale will be based on new surveyed acreage.

11. This contract constitutes the sole and entire agreement between the parties and no modification of this contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promises or inducements not included in this contract shall be binding upon any party hereto.

WITNESS the hands and seals of the undersigned.

Signed, Sealed and Delivered by the Buyer, in the presence of:

Notary Public,

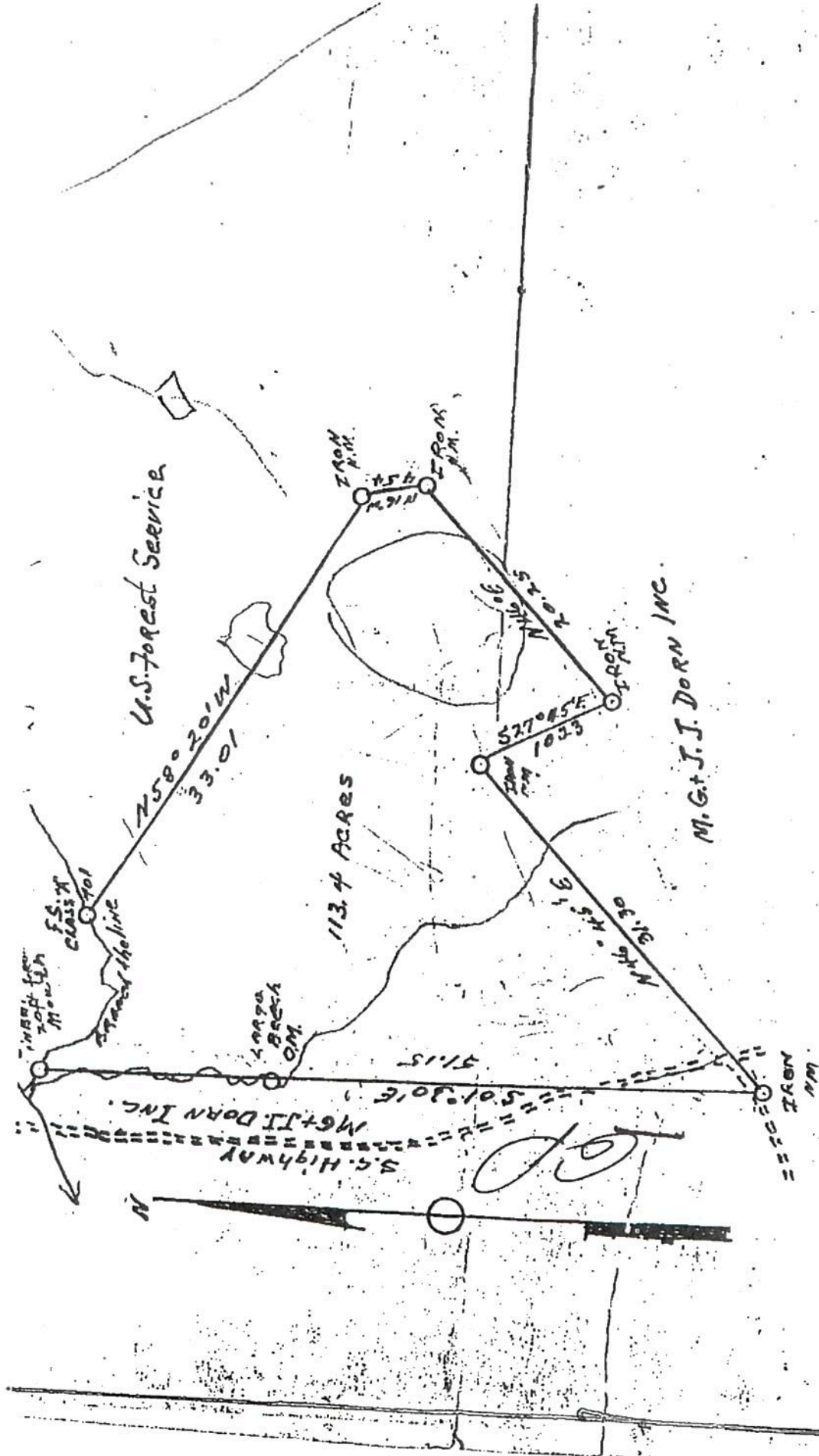
Signed, Sealed and Delivered by the Seller, in the presence of:

Notary Public,

Signed, Sealed and Delivered by the Broker in the presence of:

[Signature] (SEAL)
 BUYER
[Signature]
 Rainsford & Sons
[Signature] (SEAL)
 SELLER
[Signature] (SEAL)
 BROKER

Tab B



Survey of Tract of Land Located Approx. 3 miles South
of the town of McCormick on S.C. Highway Between Plan
Branch + S.C. Hwy #378, McCormick County, So. Car.

EST. OF H.A. SMITH

Scale 1" = 100 ft.

Surveyed July, 1954
Geo. C. Cantalan R.L.S.

Parker Tract - Property of
John Ramseyford Jr.

Tab C

STATE OF SOUTH CAROLINA)
)
COUNTY OF McCORMICK)

WARRANTY DEED

BOOK 134
PAGE 12
DATED 10-21-97
REC: 10-21-97

KNOW ALL MEN BY THESE PRESENTS, THAT **Rainsford and Sons**, a General Partnership, in the State aforesaid, for and in consideration of the sum of FORTY-NINE THOUSAND, EIGHT HUNDRED FORTY-SEVEN AND 00/100 (\$49,847.00) DOLLARS, to it in hand paid at or before the sealing of these presents, by **M. BERT STOREY, 3531 Walton Way Extension, Augusta, Georgia 30909**, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said **M. BERT STOREY**, his heirs and assigns, forever, the following described property, to wit:

All and singular that certain piece, parcel or tract of land, situate, lying, and being in Plum Branch Township, County of McCormick, State of South Carolina, containing SEVENTY-ONE AND TWENTY-ONE/HUNDREDTHS (71.21) ACRES, more or less, and being more fully shown and depicted as Tract A upon a plat prepared by R. Daniel Proctor, R.L.S., from a survey dated October 16, 1997, recorded in the office of the Clerk of Court for McCormick County in Plat Book 14, at Page 288, to which said plat reference is made for a more complete description of the metes and bounds thereof. Tract A is BOUNDED: on the North by the centerline of a branch, separating this tract from lands of Champion International Corporation; on the Northeast by lands, now or formerly, of Gwalia (U.S.A.), Ltd.; on the East by Tract B retained by the Grantor, Rainsford and Sons; on the Southeast by lands, now or formerly, of Georgia-Pacific Corporation; and on the West by lands of Champion International Corporation. This is a portion of a 113.4 acre tract of land by deed conveyed from John Rainsford, Jr. to Rainsford & Sons, a general partnership consisting of John Rainsford, III, Thomas Benjamin Rainsford, and George Lynwood Rainsford, said deed being dated January 15, 1975, recorded in the office of the Clerk of Court for McCormick County in Deed Book 38, at Page 129. Thereafter, George Lynwood Rainsford conveyed his interest therein unto Rainsford and Sons, a General Partnership consisting of John Rainsford, III, and Thomas Benjamin Rainsford, said deed being dated November 26, 1980, recorded in said Clerk's office in Deed Book 74, at Page 106.

SUBJECT, HOWEVER, to the following:

(a). Land Entry Agreement for Land Leased by Mine Operator, granted by Rainsford & Sons to Gwalia (U.S.A.), Ltd., dated July 17, 1990, recorded in the office of the Clerk of Court for McCormick County in Deed Book 97, at Page 200.

(b). Memorandum of Mining Lease and Option Agreement from John Rainsford, Jr., to Continental Oil Company, dated December 14, 1974, recorded in the office of the Clerk of Court for McCormick County in Deed Book 39, at Page 44, successively assigned to various assignees/lessees, and amended by First Amendment of Mining Lease and Option Agreement, dated December 13, 1979, recorded in said

Clerk's office in Deed Book 51, at Page 5, with the present lessee being Gwalia (U.S.A.), Ltd., pursuant to assignment dated February 2, 1989, recorded in said Clerk's office in Deed Book 89, at Page 107, and partially released, as will more fully appear by reference to the records on file in said Clerk's office.

(c). An easement for the sole purpose of ingress and egress to Tract B reserved unto Rainsford and Sons, its successors and assigns, being twenty feet in width and extending along the southeastern boundary from South Carolina Road S-33-44 northeasterly to Tract B. Maintenance of the easement shall be at the sole expense of the owners of the dominant estate. It is expressly provided that the owners of the dominant estate shall be responsible for erecting gates at either end of the easement which shall remain closed and locked at all times except when in actual use, and that the owners of the servient estate shall have the right to have keys to said gates and the right to use and enjoy said easement in common with the owners of the dominant estate.

TMS# 128-00-000-003 (Portion)

TOGETHER with all and singular the rights, members, Hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

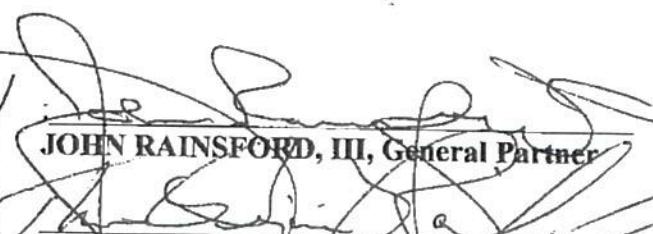
TO HAVE AND TO HOLD, all and singular the premises before mentioned unto said **M. BERT STOREY**, his heirs and assigns, forever.

And the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said **M. BERT STOREY**, his heirs and assigns, against it and its successors and assigns, and against every person whomsoever lawfully claiming, or to claim, the same, or any part thereof.

WITNESS the hand and seal of the corporation, this the 21st day of October, 1997, and in the two hundred and twenty-second year of the Sovereignty and Independence of the United States of America..

**RAINSFORD AND SONS, a General
Partnership**

WITNESSES


JOHN RAINSFORD, III, General Partner


**THOMAS BENJAMIN RAINSFORD, General
Partner**

STATE OF SOUTH CAROLINA)
)
COUNTY OF McCORMICK)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Rainsford and Sons, a General Partnership, by John Rainsford, III, and Thomas Benjamin Rainsford, its General Partners**, sign, seal and, as its act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that (s)he, with the other witness thereto, witnessed the execution thereof.

WITNESS

SWORN to before me this

21 day of October, 1997.

Reginald H. West (L.S.)

Notary Public for South Carolina

My Commission Expires: 5/21/06

97 OCT 21 PM 5:32

BOOK 134 OF
DEEDS
PAGE 12

STATE TAX PD. \$130.-
COUNTY TAX PD. \$55.-

AUDITOR'S OFFICE
McCORMICK COUNTY

Recorded this 27
day of Oct, 1997
in Book 9, Page 333

Maxine Gable
Deputy Auditor

AFFIDAVIT

*The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

Tab D

N/F
MEAD & SCOTT TIMBER CO.

Old 1/2" Pipe
On Creek 80-4

-C/L Branch The Line.

Old U.S.F.S. Cor # 701
Cr. Creek Bank

TEC-8854-1163

N/F
GWALIA (U.S.A.), LTD.
Db. 91 - Pg. 123
Ref. Plat By
Newby - Proctor & Assoc.
10/07/89, File No: C-300A

LINES SURVEYED 10/16/97. ALL OTHER
LINES SURVEYED 11/07/89. SEE NOTE 1

48° Beach
Old Marks

N 007.3'27" W 2563.97

Tract B
43.59 Ac.

LINES SURVEYED 10/16/97. ALL OTHER
LINES SURVEYED 10/07/89. SEE NOTE 2

Tract A
71.04 Ac. To Traverse Line
+ 0.17 Ac. Creek Traverse

71.21 Ac. Net

New & Reborn

Det. μ = nebor

Std 3/4" Pine

Ad Tette
2 Old Mark

N/F
GEORGIA - PACIFIC, CORP
Db. 87 - Pg. 86
Pb. 7 - Pg. 37

N/F
WILSON

Tab E

PREPARED BY & RETURN TO:
Rhodes Law Firm, P.C.
3938 Washington Rd.
Augusta, GA 30907
(706) 724-0405

BOOK 307
PAGE 78
DATED 6-1-10
REC 4-25-18

No Title Certification

STATE OF GEORGIA)
COUNTY OF COLUMBIA)

QUIT-CLAIM DEED

TO ALL WHOM THESE PRESENTS MAY COME:

Know All Men By These Presents, that M. BERT STOREY (hereinafter called "Grantor"), in consideration of the premises, and the sum of Ten (10.00) Dollars to the Grantor in hand paid at and before the sealing of these presents by the Grantee hereinafter named, the receipt of which is hereby acknowledged, have remised, released, and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the following named Grantee to wit: STOREY FAMILY LIMITED PARTNERSHIP FOUR, LLLP, a Georgia Limited Liability Limited Partnership, whose mailing address is 3531 Walton Way, Augusta, Georgia, 30909, in fee simple, the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's, successors and assigns forever - so that neither the said Grantor, nor Grantor's successors, nor any other person or persons, claiming under grantor shall at any time hereafter by any way or means, have claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever,

AUDITOR'S OFFICE MCCORMICK CTY.
Recorded 5-2-18
In Book 12 Page 81
Y. M. M. M. M.
Auditor / Deputy

BOOK 307 PAGE 78
STATE TAX PAID 0
COUNTY TAX PAID 0

claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this
1 day of June, 2010.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Kendra Englade

Witness 1

M. Bert Storey

[Signature]
Witness 2

PERSONALLY appeared the undersigned witness and made oath that (s)he saw
the within named grantors sign, seal and as the grantors' act and deed deliver the within
deed and that deponent with the other witness whose name is subscribed above witnessed
the execution thereof.

SWORN TO BEFORE ME in
Columbia County, Georgia this
1 day of June, 2010

Laurea M. Seigler
Notary Public

Columbia County, Georgia McCormick Co., SC
My Commission Expires: 5/18/11

Kendra Englade
Witness 1



EXHIBIT A
REAL PROPERTY DESCRIPTION

All and singular that certain piece, parcel or tract of land, situate, lying, and being in Plum Branch Township, County of McCormick, State of South Carolina, containing SEVENTY-ONE AND TWENTY-ONE/HUNDREDTHS (71.21) ACRES, more or less, and being more fully shown and depicted as Tract A upon a plat prepared by R. Daniel Proctor, R.L.S., from a survey dated October 16, 1997, recorded in the office of the Clerk of Court for McCormick County in Plat Book 14, at Page 288, to which said plat reference is made for a more complete description of the metes and bounds thereof. Tract A is BOUNDED: on the North by the centerline of a branch, separating this tract from lands of Champion International Corporation; on the Northeast by lands, now or formerly, of Gwalia (U.S.A.), Ltd.; on the East by Tract B retained by the Grantor, Rainsford and Sons; on the Southeast by lands, now or formerly, of Georgia-Pacific Corporation; and on the West by lands of Champion International Corporation. This is a portion of a 113.4 acre tract of land by deed conveyed from John Rainsford, Jr. to Rainsford & Sons, a general partnership consisting of John Rainsford, III, Thomas Benjamin Rainsford, and George Lynwood Rainsford, said deed being dated January 15, 1975, recorded in the office of the Clerk of Court for McCormick County in Deed Book 38, at Page 129. Thereafter, George Lynwood Rainsford conveyed his interest therein unto Rainsford and Sons, a General Partnership consisting of John Rainsford, III, and Thomas Benjamin Rainsford, said deed being dated November 26, 1980, recorded in said Clerk's office in Deed Book 74, at Page 106.

SUBJECT, HOWEVER, to the following:

- (a). Land Entry Agreement for Land Leased by Mine Operator, granted by Rainsford & Sons, to Gwalia (U.S.A.), Ltd., dated July 17, 1990, recorded in the office of the Clerk of Court for McCormick County in Deed Book 97, at Page 200.
- (b). Memorandum of Mining Lease and Option Agreement from John Rainsford, Jr., to Continental Oil Company, dated December 14, 1974, recorded in the office of the Clerk of Court for McCormick County in Deed Book 39, at Page 44, successively assigned to various assignees/leasees, and amended by First Amendment of Mining Lease and Option Agreement, dated December 13, 1979, recorded in said

Clerk's office in Deed Book 51, at Page 5, with the present lessee being Gwalia (U.S.A.), Ltd., pursuant to assignment dated February 2, 1989, recorded in said Clerk's office in Deed Book 89, at Page 107, and partially released, as will more fully appear by reference to the records on file in said Clerk's office.

(c). An easement for the sole purpose of ingress and egress to Tract B reserved unto Rainsford and Sons, its successors and assigns, being twenty feet in width and extending along the southeastern boundary from South Carolina Road S-33-44 northeasterly to Tract B. Maintenance of the easement shall be at the sole expense of the owners of the dominant estate. It is expressly provided that the owners of the dominant estate shall be responsible for erecting gates at either end of the easement which shall remain closed and locked at all times except when in actual use, and that the owners of the servient estate shall have the right to have keys to said gates and the right to use and enjoy said easement in common with the owners of the dominant estate.

FMS# 128-00-000-003 (Portion)

Derivation: This being the same property conveyed to Grantor by deed of Rainsford and Sons, a General Partnership dated October 21, 1997 and recorded in McCormick County Clerk of Court in Deed Book 134, Page 12

STATE OF GEORGIA
COUNTY OF COLUMBIA

)
)

AFFIDAVIT

Date of Transfer of Title
June 1, 2010

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred to STOREY FAMILY LIMITED PARTNERSHIP FOUR, LLLP.
3. Check one of the following: **The DEED is**
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) x EXEMPT from the deed recording fee because (exemption# 8)
(Explanation if required): **TO PARTNERSHIP.**
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES or NO x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) _____ the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section §12-24-70, I state that I am a responsible person who was connected with the transaction as: **ATTORNEY**
8. I understand that a person required to furnish this affidavit who willfully furnished a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN TO BEFORE ME THIS
21st day of April, 2018

Kayla Barksdale
NOTARY PUBLIC FOR Columbia County
MY COMMISSION EXPIRES



[Signature]
Grantor, Grantee, or Legal Representative
connected with this transaction

Tab F

PREPARED BY & RETURN TO:
Rhodes Law Firm, P.C.
3938 Washington Rd.
Augusta, GA 30907
(706) 724-0405

BOOK 307
PAGE 79
DATE 12-31-11
REC 4-25-18

No Title Certification

STATE OF GEORGIA)
COUNTY OF COLUMBIA)

QUIT-CLAIM DEED

TO ALL WHOM THESE PRESENTS MAY COME:

Know All Men By These Presents, that STOREY FAMILY LIMITED PARTNERSHIP FOUR, LLLP, a Georgia Limited Liability Limited Partnership (hereinafter called "Grantor"), in consideration of the premises, and the sum of Ten (10.00) Dollars to the Grantor in hand paid at and before the sealing of these presents by the Grantee hereinafter named, the receipt of which is hereby acknowledged, have remised, released, and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the following named Grantee to wit: STOREY FAMILY LIMITED PARTNERSHIP TWO, LLLP, a Georgia Limited Liability Limited Partnership, whose mailing address is 3531 Walton Way, Augusta, Georgia, 30909, in fee simple, the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's, successors and assigns forever - so that neither the said Grantor, nor Grantor's successors, nor any other person or persons, claiming under grantor shall at any time hereafter by any way or means, have claim or demand any right

g:\0-client files\2012\storey, bert\drafts\gif to gp units - combining partnerships\deed transfers partnership four to two\mccormick farms.doc

AUDITOR'S OFFICE MCCORMICK CTY.
Recorded 5-2-18
In Book 12 Page 81
Ymaire Noble
Auditor / Deputy

BOOK 307
PAGE 79
STATE TAX PAID 0
COUNTY TAX PAID 0

or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 31st day of December, 2011.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness 1

Kendra Engle
Witness 2

STOREY FAMILY LIMITED
PARTNERSHIP FOUR, LLLP

BY:

[Signature]
Barry L. Storey
As its General Partner

[Signature]
Nan S. Easterlin
As its General Partner

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named grantors sign, seal and as the grantors' act and deed deliver the within deed and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME in
Columbia County, Georgia this
31st day of December, 2011

Laura M. Seigler
Notary Public
Columbia County, Georgia
My Commission Expires: 5/27/21

)
)
)
)
)
)
)
)
)
)
[Signature]
Witness 1



EXHIBIT A
REAL PROPERTY DESCRIPTION

All and singular that certain piece, parcel or tract of land, situate, lying, and being in Plum Branch Township, County of McCormick, State of South Carolina, containing **SEVENTY-ONE AND TWENTY-ONE/HUNDREDTHS (71.21) ACRES**, more or less, and being more fully shown and depicted as Tract A upon a plat prepared by R. Daniel Proctor, R.L.S., from a survey dated October 16, 1997, recorded in the office of the Clerk of Court for McCormick County in Plat Book 14, at Page 288, to which said plat reference is made for a more complete description of the metes and bounds thereof. Tract A is **BOUNDED**: on the North by the centerline of a branch, separating this tract from lands of Champion International Corporation; on the Northeast by lands, now or formerly, of Gwalia (U.S.A.), Ltd.; on the East by Tract B retained by the Grantor, Rainsford and Sons; on the Southeast by lands, now or formerly, of Georgia-Pacific Corporation; and on the West by lands of Champion International Corporation. This is a portion of a 113.4 acre tract of land by deed conveyed from John Rainsford, Jr. to Rainsford & Sons, a general partnership consisting of John Rainsford, III, Thomas Benjamin Rainsford, and George Lynwood Rainsford, said deed being dated January 15, 1975, recorded in the office of the Clerk of Court for McCormick County in Deed Book 38, at Page 129. Thereafter, George Lynwood Rainsford conveyed his interest therein unto Rainsford and Sons, a General Partnership consisting of John Rainsford, III, and Thomas Benjamin Rainsford, said deed being dated November 26, 1980, recorded in said Clerk's office in Deed Book 74, at Page 106.

SUBJECT, HOWEVER, to the following:

- (a). Land Entry Agreement for Land Leased by Mine Operator, granted by Rainsford & Sons to Gwalia (U.S.A.), Ltd., dated July 17, 1990, recorded in the office of the Clerk of Court for McCormick County in Deed Book 97, at Page 200.
- (b). Memorandum of Mining Lease and Option Agreement from John Rainsford, Jr., to Continental Oil Company, dated December 14, 1974; recorded in the office of the Clerk of Court for McCormick County in Deed Book 39, at Page 44, successively assigned to various assignees/lessees; and amended by First Amendment of Mining Lease and Option Agreement, dated December 13, 1979, recorded in said

Clerk's office in Deed Book 51, at Page 5, with the present lessee being Gwalia (U.S.A.), Ltd., pursuant to assignment dated February 2, 1989, recorded in said Clerk's office in Deed Book 89, at Page 107, and partially released, as will more fully appear by reference to the records on file in said Clerk's office.

(c). An easement for the sole purpose of ingress and egress to Tract B reserved unto Rainsford and Sons, its successors and assigns, being twenty feet in width and extending along the southeastern boundary from South Carolina Road S-33-44 northeasterly to Tract B. Maintenance of the easement shall be at the sole expense of the owners of the dominant estate. It is expressly provided that the owners of the dominant estate shall be responsible for erecting gates at either end of the easement which shall remain closed and locked at all times except when in actual use, and that the owners of the servient estate shall have the right to have keys to said gates and the right to use and enjoy said easement in common with the owners of the dominant estate.

FMS# 128-00-000-003 (Portion)

Derivation: This being the same property conveyed to Grantor by deed of Storey Family Partnership Four, LLLP dated June 1, 2010 and recorded with McCormick County Clerk of Court in Deed Book 201, Page 28.

STATE OF GEORGIA)
COUNTY OF COLUMBIA)

AFFIDAVIT

Date of Transfer of Title
December 31, 2011

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred to STOREY FAMILY LIMITED PARTNERSHIP TWO, LLLP.
3. Check one of the following: *The DEED is*
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) X EXEMPT from the deed recording fee because (exemption# 4 & 9)
(Explanation if required):
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES or NO x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) _____ the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section §12-24-70, I state that I am a responsible person who was connected with the transaction as: **ATTORNEY**
8. I understand that a person required to furnish this affidavit who willfully furnished a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN TO BEFORE ME THIS

23rd day of April, 2018

Kyle Barksdale
NOTARY PUBLIC FOR Columbia County
MY COMMISSION EXPIRES: _____



[Signature]
Grantor, Grantee, or Legal Representative
connected with this transaction

Tab G

O. LEE STURKEY

Attorney at Law
203 South Main Street
McCormick, South Carolina 29835

Telephone 864-465-2516
Fax 864-465-2256

September 30, 1997

Mr. M. Bert Storey
Bert Storey & Associates
3531 Walton Way Extension
Augusta, Georgia 30909

Re: Update on Preliminary Title Opinion, 113.4 acres, McCormick County

Dear Mr. Storey:

This is to supplement my preliminary title opinion to you dated September 3, 1997, relative to the Rainsford Tract under contract of sale to be purchased by you. I have now examined the records of Edgefield County, South Carolina, and there is recorded an Estate Administration for H. A. Smith, in Box 167, Package 6616. The Will on filed does provide the requisite powers for Allene Rainsford and John Rainsford to make sale and conveyance of the general assets of the estate, as Trustees, and the appraisal lists among the estate assets a farm in McCormick County, located three miles west of the Town of McCormick, which I have determined to be the tract under contract to you. Accordingly, exception # 1 of my letter of September 3 can be removed, and Exception # 2 can be modified to note that the will created requisite powers of sale in the fiduciaries. The Sellers will still have to transfer certified copies to McCormick County, and to pay the requisite fees to the McCormick County Probate Court for the filing of these documents. That can be effected at closing.

The other matters addressed in my letter of September 3 have not yet been resolved of record.

This supplemental opinion is certified to 4:49 p.m., September 29, 1997, and is for the benefit of M. Bert Storey, only.

With kindest regards, I am

Yours very truly,

O. Lee Sturkey
OLS/s



O. LEE STURKEY

ATTORNEY AT LAW

P. O. DRAWER E

203 SOUTH MAIN STREET

TEL. (803) 465-2516

MCCORMICK, SOUTH CAROLINA 29835-1144

FAX NO. (803) 465-2256

September 22, 1997


Mr. M. Bert Storey
Bert Storey & Associates
3531 Walton Way Extension
Augusta, Georgia 30309

Dear Mr. Storey:

This is in response to a series of telephone calls made to me by John Rainsford and Fred Mathis, relative to the 113 acre Rainsford Tract under contract to you. Following our conversation around September 5, 1997, I talked with John Rainsford about the title problems with this tract.

It was my understanding that Rainsford & Sons would grant a written extension to the sales contract—I would suggest a minimum of sixty days, to expire on December 1. I understand that all parties have agreed in principal, but Fred Mathis needs to get this effected in writing, both for your protection as well as for the Sellers.

When I last talked with John Rainsford, he indicated that the bankruptcy had been discharged, and I suggested that he or his attorney get something from the bankruptcy court indicating that the parties were discharged, and this property is unaffected. The order of discharge issued by the Court, certified by the Bankruptcy Court clerk and filed in McCormick, will suffice. John indicated he would take care of that.



With respect to the primary issues of getting the Land Entry Agreement of 1990 (Item 3 in my preliminary title letter) canceled or otherwise amended to restrict it only to the 25 acres, the Sellers will need to take care of that. Furthermore, the amendments to the Memorandum of Mining Lease (Item 4) need to be made so that no entry can be made on any of the 113 acres except for the 25 acres directly affected. Those two items will have to come from Gwalia, but with the approval of DHEC.

Finally, Gwalia needs to provide certification and indemnification from any environmental loss by you.

It was my understanding that the Sellers would be getting this effected. Of course, if you want to hire me to do it, I will be glad to do so, but it would be a substantial expense, and it is the sole responsibility of the Sellers to provide clear title. The recent calls I have received from Fred would seem to indicate that they expect you to help with procuring

Storey. Page 2.

these items. I have told Fred that I do not have the authority from you to proceed to obtain these items; that should be his responsibility and that of the Rainsfords.

Unless you specifically want me to get involved in putting together the documentation above, I will sit tight until they forward the documents, and we can determine if you are protected.

Please advise.

With kindest regards, I am

Yours very truly,



G. Lee Sturkey

OLS/s

O. LEE STURKEY

ATTORNEY AT LAW

203 SOUTH MAIN STREET

McCORMICK, SOUTH CAROLINA 29835

TEL. (864) 465-2516

FAX NO. (864) 465-2256

September 3, 1997

Mr. M. Bert Storey
3531 Walton Way Extension
Augusta, Georgia 30909


Re: Preliminary Title Opinion, 113.4 Acres, McCormick County, South Carolina

Dear Mr. Storey:

At your request, I have examined the title to the 113.4 acre tract referenced in your Sales Contract dated August 18, 1997, and under contract to be purchased from Rainsford and Sons, a South Carolina General Partnership.

This title opinion is preliminary in nature only, but due to a defect of a rather significant nature which I have discovered, I am reporting this problem to you immediately. I will continue to examine the title to determine if additional problems exist, and to try to bring the title to an instrument which is recorded for a period of more than sixty years.

Based upon my preliminary examination of the title, I have determined that title to the tract is owned by Rainsford & Sons, a general Partnership consisting of John Rainsford III and Thomas Benjamin Rainsford, in fee simple, subject to the following conditions, limitations, and exceptions of record:



1. At the present time, I have been unable to locate a source of title of record earlier than a General Warranty Deed from Allene S. Rainsford, et al, Executrix of the Estate of H. A. Smith, deceased, to Allene S. Rainsford, dated August 21, 1954, recorded September 1, 1954, in the office of the Clerk of Court for McCormick County in Deed Book 22, at Page 15.

2. Unrecorded estate administration of H. A. Smith, of record in the office of the Judge of Probate for Edgefield County, but without an ancillary administration in McCormick County. (I have not yet sighted the estate administration in Edgefield, but assuming that the requisite powers exist in the will, this exception can be cured by the filing of the appropriate documents in the office of the Judge of Probate for McCormick County, and the payment of the required fees).

3. Land Entry Agreement for Land Leased by Mine Operator, granted by Rainsford & Sons to Gwalia (U.S.A.) Ltd., dated July 17, 1990, recorded in the office of the Clerk of Court for McCormick County in Deed Book 97, at Page 200. That

Storey. Page 2.

instrument provides, in connection with Mining Permit #852, that Gwalia is required to reclaim the land, and states, *inter alia*, as follows:

"... [I]n the event that a bond forfeiture is ordered pursuant to Section 48-19-130, Code of Laws of South Carolina, 1976 (as amended), the South Carolina Land Resources Conservation Commission and its representatives and contractors shall have the right, and are hereby permitted to make whatever entries on the subject land and to take whatever actions as may be necessary in the sole judgment [emphasis added] of the South Carolina Land Resources Conservation Commission or its representatives, in order to carry out the reclamation which the Operator has failed ... to complete; provided, however that the rights herein granted shall terminate upon the release of the reclamation bond or, within two years after the forfeiture of the reclamation bond, unless this agreement is terminated earlier by the South Carolina Land Resources Conservation Commission."

4. Memorandum of Mining Lease and Option Agreement, dated December 14, 1979, from John Rainsford, Jr., to Continental Oil Company, recorded in the office of the Clerk of Court for McCormick County in Deed Book 39, at Page 44, successively assigned to various lessees/assignees, such lease having been amended by First Amendment of Mining Lease and Option Agreement, dated December 13, 1979, recorded in Deed Book 51, at Page 5. The present holder of the lease and extension is Gwalia (U.S.A.) Ltd., dated February 2, 1989, such assignment being recorded in Deed Book 89, at Page 107. A partial release has been executed by Gwalia (U.S.A.) Ltd., dated June 25, 1995, but that release specifically stated that Gwalia

#2
DP
"... expressly retain[s] the right to enter the subject parcel of land for reclamation purposes and, by duly executing this Partial Release, releases[s] all other rights and obligations under the Lease. Provided, however, that Gwalia retains the right under the Lease and is hereby permitted to make whatever entries on the subject parcel of land and to take whatever actions may be necessary in order to carry out reclamation of the subject parcel of land in accordance with Gwalia's Mining Permit and South Carolina mining regulations, including, without limitation, maintenance of the area known as the Rainsford pit and waste rock area A, [emphasis added] containing approximately 25 acres, exclusively as a grassland area, with no other use permitted, until such time as such area is released from regulation. [emphasis added] by the Land Resources Division of the South Carolina Department of Health and Environmental Control. Such rights to continue until reclamation is complete or the existing reclamation bond is released."

Please note that no use of the Rainsford Pit nor of the waste rock area A will be permitted except for grassland. I interpret this narrowly to mean that no grazing would be allowed, and certainly this provision would not permit the erection of any fences or other facilities. This restriction is open ended, and the termination date is solely within the purview of the Land Resources Division.

Storey. Page 3.

5. Inasmuch as this property has been used for mining operations, and there is the strong possibility of the presence of hazardous materials being located thereon as a byproduct of mining operations, this property may be subject to hazardous waste removal procedures either by the South Carolina Department of Health and Environmental Control, by the Environmental Protection Agency, or of the United States Coast Guard for any substances which might get into navigable waters. It is my opinion that this property would not qualify for conventional bank financing.

6. Lien of exigible McCormick County Real property taxes for 1997, a lien but not yet due and payable. The taxes for 1996 were \$715.09.

7. Although there is no filing in the office of the Clerk of Court, the tax records of this County indicate that a bankruptcy filing was made against either the partnership or of one of the partners. The County tax records do not indicate that there has been a discharge issued. This issue needs to be clarified through the Bankruptcy Court.

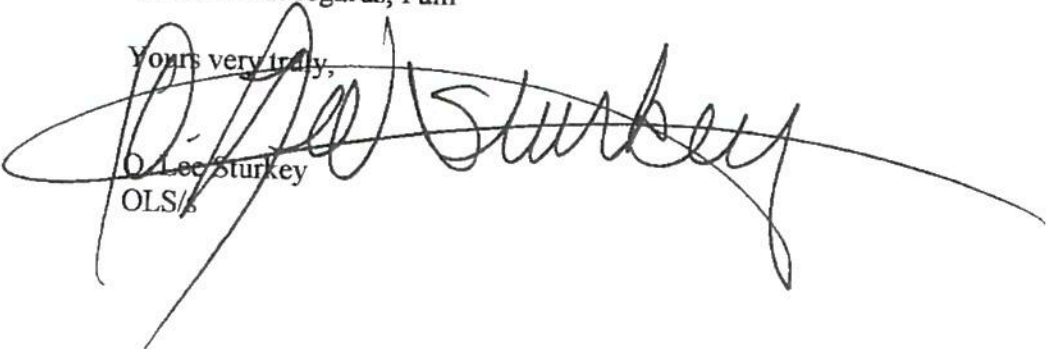
8. Matters of survey.

Inasmuch as I have discovered certain conditions which in my opinion render the title to this land to be unmarketable, and it appears that such conditions cannot be removed from the title in the foreseeable future, please advise if you wish me to continue with this examination. Specifically, conditions 3 and 4 above, as well as condition 5, are in my opinion serious defects which cannot be removed from the face of this title until the reclamation plan is fully completed, which may take years. I feel that I can correct the conditions listed in Paragraph 1 and 2, and the issue of bankruptcy will need to be further clarified. I am relying only on a report from the County Treasurer, and have not checked names or any other sources. If further investigation is made, that exception may very well be removed, and thus at this time I do not consider it to be disabling. If in fact a bankruptcy filing against either of the two partners has been made, then that would create a serious problem.

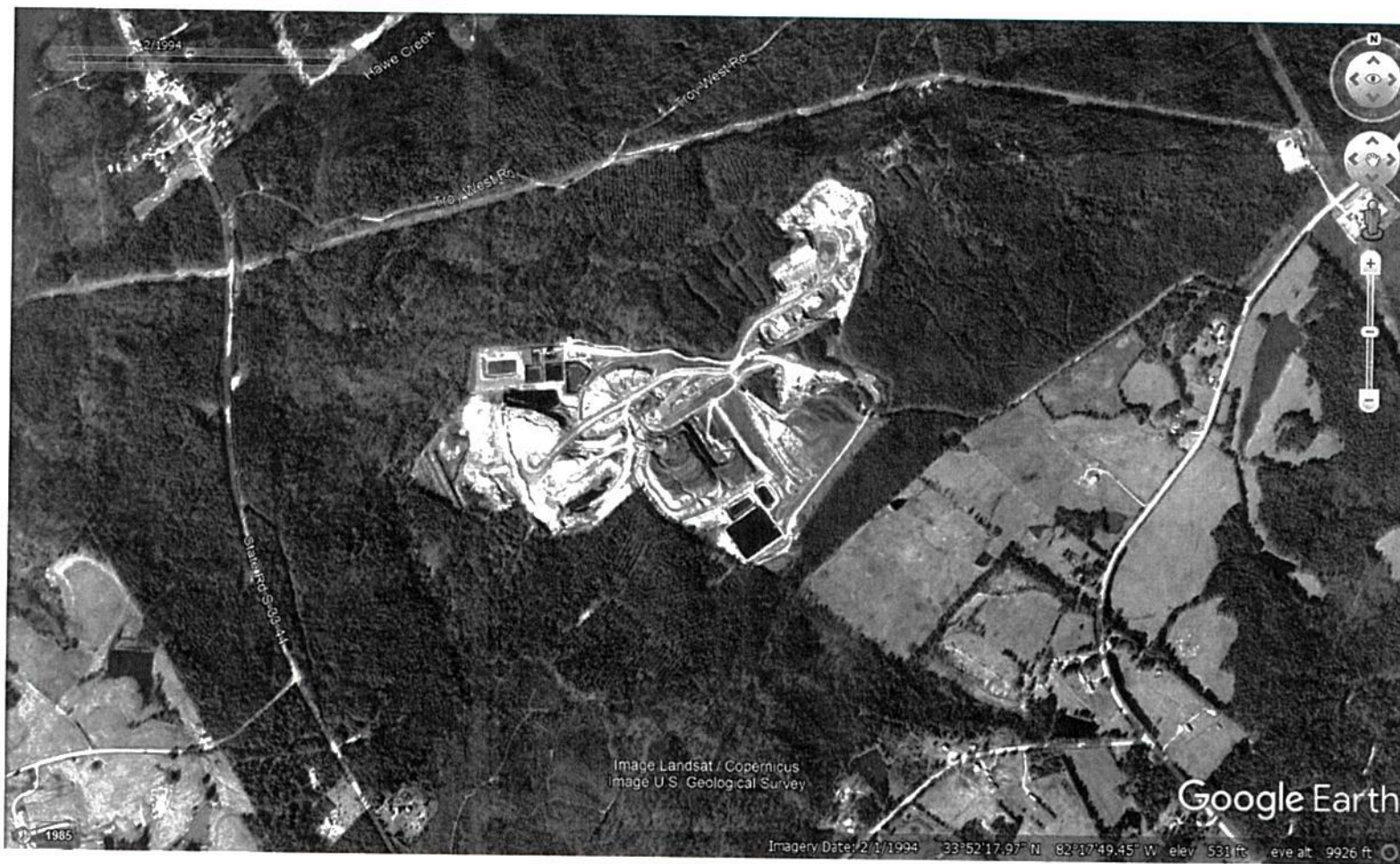
This preliminary opinion is for the benefit of M. Bert Story, only, and is certified to 10:32 a.m., September 3, 1997.

With kindest regards, I am

Yours very truly,


O. Lee Sturkey
OLS/s

Tab H



2/2/1994

Hawes Creek

To West Rd

To West Rd

State Rd 303-44

Image Landsat / Copernicus
Image U.S. Geological Survey

Google Earth

Imagery Date: 2/2/1994 33°52'17.97" N 82°17'49.45" W elev 531 ft eye alt 9926 ft



Tab I

From: MBERT (b) (6)

To: Imseigler (b) (6)

Subject: Fwd: Barite Hill/Nevada Goldfields Superfund Site

Date: Mon, Dec 3, 2012 11:43 am

Attachments: Access_Authorization_-_Bert_M._Storey.pdf (17K), 13_Sept._2012_-_Fact_Sheet_-_Public_Availibilty_Session.pdf (27K), 09.14.11_-_Barite_Hill_Fact_Sheet.pdf (26K)

Attached Message

From: Teichert.Candice@epamail.epa.gov

To: (b) (6)

Subject: Barite Hill/Nevada Goldfields Superfund Site

Date: Mon, 3 Dec 2012 11:01:34 -0500

Mr. Storey,

Attached is a copy of the Access Authorization to investigate potential contamination from the Barite Hill/Nevada Goldfields Superfund Site.

I've also included Fact Sheets provided to nearby residents during two public meetings and public outreach events.

Please feel free to contact me with any questions or concerns.

Thank you.

Candice

Candice Teichert
Remedial Project Manager
United States Environmental Protection Agency
Superfund Division / SRSEB
61 Forsyth Street
Atlanta, GA 30303
(404) 562-8821
(404) 562-8788



U. S. Environmental Protection Agency

FACT SHEET

Barite Hill/Nevada Goldfields McCormick, SC

No. 2

September 2011

This site information sheet summarizes the history of the site, activities presently underway at the Site, and future activities planned for the Site.

If you have questions or comments about the Site, please contact us at the numbers listed below:

Contact Info:

U.S. EPA
61 Forsyth St., SW
Atlanta, GA 30303

Candice Jackson
Federal Remedial Project Manager
(404) 562-8821
(800) 562-8788
jackson.candice@epa.gov

Sherryl Carbonaro
Community Involvement
Coordinator
(404) 562-8611
(800) 564-7577
carbonaro.sherryl@epa.gov

South Carolina Department of
Health and Environmental
Control (DHEC)
2600 Bull Street
Columbia, SC 29201

Charles Williams
(803) 896-4162

Greg Cassidy
(803) 896-4178

DHEC Greenwood Office (local)
(864) 223-0333

Site History

The Barite Hill/Nevada Goldfields Site (the Site) is located approximately three miles south of McCormick, South Carolina between US 378 and US 221 in McCormick County, South Carolina. The Site actively mined gold using a cyanide heap leach process, from 1991 to 1995. From 1995 until Nevada Goldfields filed for chapter 7 Bankruptcy in 1999, the reclamation of the Site was being addressed by Nevada Goldfields. On July 7, 1999, Nevada Goldfields handed the facility's keys to the South Carolina Department of Health and Environmental Conservation (SCDHEC) and abandoned the Site. The permitted mine site totals 795.2 acres. Of this total, 659.7 acres are designated as buffer area, therefore, the area of concern is 135.5 acres.

Removal Action

EPA conducted an Emergency Response at the site to address the immediate danger. These activities included the demolition of a furnace building and onsite neutralization of over 2000 lbs of varying strength acids and bases. In September 2007, the Agency approved an Action Memorandum to conduct a Removal Action. The Removal Action began October 2007 and included a Bureau of Reclamation designed cap for approximately 250,000 cubic yards of acid producing waste rock adjacent to the Main Pit, neutralization of water in the Main Pit and cyanide deactivation in one of the onsite process ponds.

Current Activities

Following the Removal Action, EPA contracted with the Department of Energy Idaho National Laboratory (INL) to install and operate a remote monitoring system in the Main Pit and electric resistivity on the Bureau of Reclamation designed cap. This system monitors basic water quality parameters including, pH, oxidation reduction potential (ORP), dissolved oxygen (DO), and others. This system is maintained by both EPA and INL. In addition to monitoring water quality in the Main Pit and under the capped waste rock, EPA began Remedial Investigation (RI) activities at the site in February 2011. As part of the Remedial Investigation, quarterly groundwater sampling is being conducted at the site. In May 2011, EPA collected soil, sediment, surface water and groundwater samples. EPA, SCDHEC and the Agency for Toxic Substance and Disease Registry (ATSDR) conducted a public availability session on July 14, 2011, followed by additional RI activities at the site including a geophysical investigation and private well sampling in September 2011.

Upcoming Activities

The next quarterly groundwater sampling event will be conducted November 2011. Remedial Investigation activities, site characterization, and sampling will continue at the site and is anticipated to be complete by December 2012.

ACCESS AUTHORIZATION

1. I, Bert M. Storey, own the property identified as parcel no. 128-00-00-038, located in McCormick County, South Carolina, as such, I have the authority to sign this authorization.
2. I grant authorization to the United States Environmental Protection Agency (EPA), its officers, employees, contractors and other authorized representatives to enter the property identified as parcel 128-00-00-038. This authorization allows the EPA, its officers, employees, contractors and other authorized representatives to have full and unfettered access to all areas of parcel 128-00-00-038 to conduct Remedial Investigation activities, including any sampling necessary to complete site characterization and investigation activities. The EPA's activities on the Site may include, but will not necessarily be limited to, the following:
 - a. the collection of such soil, water, and air samples as may be determined to be necessary;
 - b. the sampling of any solids, liquids, drums and tanks stored on-site to characterize such wastes;
 - c. the inspecting, sketching, photographing, and/or video taping of sample locations including unknown wastes or solids on site;
 - d. the transporting of equipment onto and about the Site, as necessary to accomplish the activities listed above;
 - e. the use of geophysical equipment to conduct subsurface investigations;
 - f. other actions related to the investigation of surface or subsurface contamination;
 - g. removal activities as determined by the Remedial Project Manager (RPM) to abate releases or threats of releases to the environment;
3. The consent for access and use granted herein will commence on December 3, 2012 and will continue until EPA completes the Remedial Investigation.
4. By signing this Access Authorization, I acknowledge that I understand that these actions by EPA are undertaken pursuant to its response and enforcement authority under Sections 104(a) and 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or Superfund), 42 U.S.C. Section 9604(a) and (e).

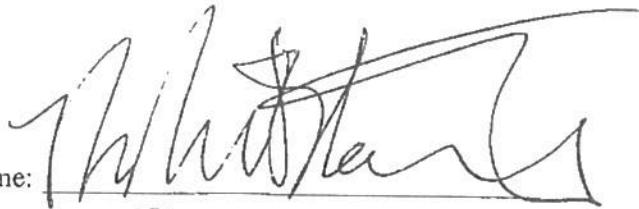
5. Please return this signed and dated Access Authorization to:

Candice Teichert, Remedial Project Manager
U S Environmental Protection Agency, Region 4
Atlanta Federal Center – 11th Floor
61 Forsyth Street
Atlanta, GA 30303
Fax No: 404-562-8821
Email: Teichert.Candice@epa.gov

Date:

12/3/12

Name:



Title:

CARRIER



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

Superfund Division
61 Forsyth Street
Atlanta, Georgia 30303

URGENT LEGAL MATTER
PROMPT REPLY NECESSARY

March 14, 2016

Mr. Bert M. Storey
3531 Walton Way Ext.
Augusta, GA 30909

Re: Access Authorization to conduct geophysical investigation activities on parcel 128-00-00-038 located in McCormick County, South Carolina

Dear Sir:

The United States Environmental Protection Agency ("EPA") is investigating the release or threat of release of hazardous substances, pollutants, or contaminants at the Barite Hill / Nevada Goldfields Site (Site) in McCormick, McCormick County, South Carolina. Pursuant to EPA's mandate to protect human health and the environment, the EPA is conducting a Remedial Investigation and Feasibility Study at the above referenced Site. Access to your property is necessary to collect geophysical information regarding groundwater flow direction information around the Site. This geophysical investigation is none intrusive and will consist of temporarily laying a 14 gauge insulated copper clad steel core wire across the ground surface and affixing it in place using 3-inch long steel staples or stakes (similar to a tent stake). Approximately 285 watts (watts is volts x amps) (285 volts at 1 amp) of electricity will be transmitted through the line to create a circuit. A Circuit Fault Interrupter (CFI) will be installed that will shut off power immediately (5 milliseconds) if the wire is broken or there is any short circuit. This CFI is five (5) times quicker than the Ground Fault Circuit Interrupter (GFCI) that is installed in homeowner kitchens and bathrooms. Flags may be placed on the wire for higher visibility if requested. The wire will remain in place for a period not to exceed 25 business days. Following the 25 business day period, all equipment will be removed. Additionally, a copy of the results from the investigation will be provided to you.

Enclosed is a copy of the Access Authorization, parcel identification information, and a figure showing the proposed circuit wire location.

The EPA requests that access be granted to your property beginning on March 28th, 2016 at approximately 9am EDT. The grant of access will be effective for the duration of the investigation and geophysical activities. EPA anticipates that activities will commence Monday, March 28th, 2016 and be completed no later than May 31st, 2016.

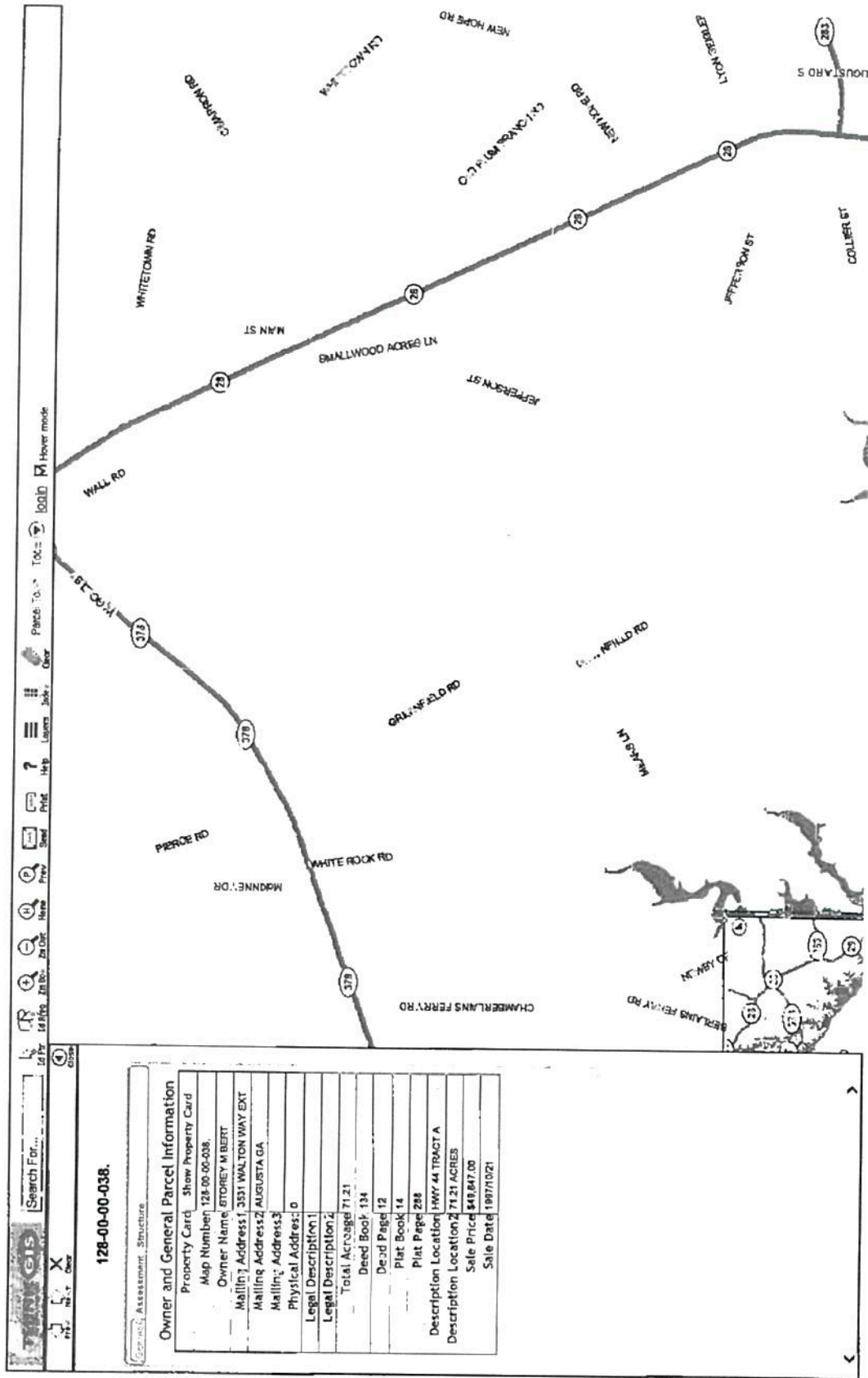
Please indicate consent to grant access to the EPA to conduct the above described activities by calling Candice Teichert at (404) 562-8821 to grant verbal access. Also, to complete the process, please sign and date the enclosed access authorization and mail it back to EPA, using the pre-paid envelope.

If you should have any questions, please contact Candice Teichert at (404) 562-8821. Your assistance and cooperation are greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Candice Teichert', with a long horizontal flourish extending to the right.

Candice Teichert
Remedial Project Manager
U.S. Environmental Protection Agency



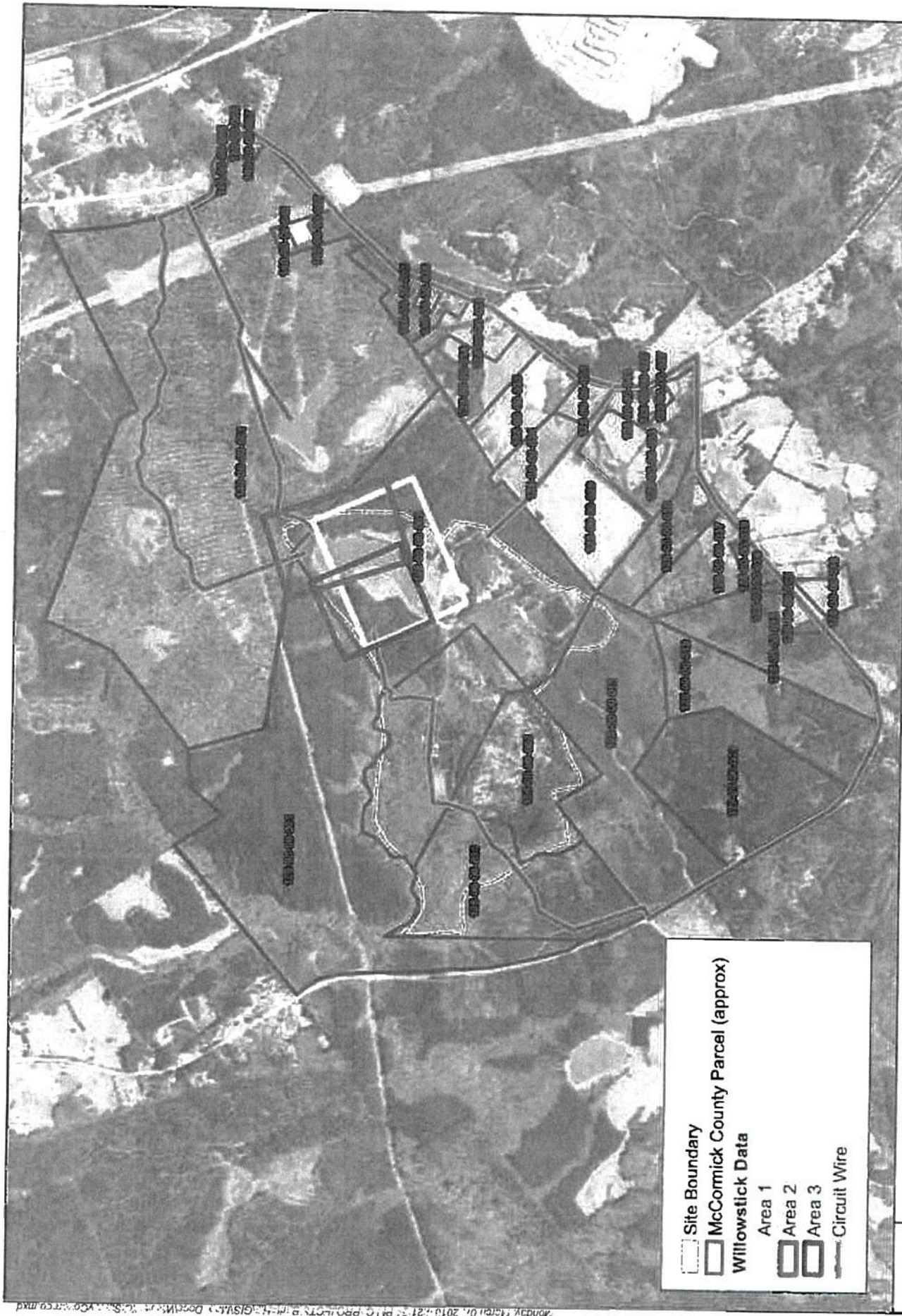


FIGURE 1
Survey Area Parcels
Barite Hill Mine, McCormick County, South Carolina

NAD 1983 South Carolina State Plane - FIPS 3900 2015 NAIP Imagery





ACCESS AUTHORIZATION

1. I, M. Bert Storey, am an authorized representative or owner of the property identified as parcel no. 128-00-00-038, located in McCormick County, South Carolina, as such, I have the authority to sign this authorization.
2. I grant authorization to the United States Environmental Protection Agency (EPA), its officers, employees, contractors and other authorized representatives to enter the property identified as parcels 128-00-00-038. This authorization allows the EPA, its officers, employees, contractors and other authorized representatives to have full and unfettered access to all areas of parcel 128-00-00-038 to conduct Remedial Investigation activities. The EPA's activities on the Site may include, but will not necessarily be limited to, the following:
 - a. the use of geophysical equipment to conduct subsurface investigations;
 - b. the transporting of equipment onto and about the Site, as necessary to accomplish the activities listed above
3. The consent for access and use granted herein will commence on March 28, 2016 and will continue until May 31, 2016.
4. By signing this Access Authorization, I acknowledge that I understand that these actions by EPA are undertaken pursuant to its response and enforcement authority under Sections 104(a) and 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or Superfund), 42 U.S.C. Section 9604(a) and (e).
5. Please return this signed and dated Access Authorization to:
Candice Teichert, Remedial Project Manager
U S Environmental Protection Agency, Region 4
Atlanta Federal Center - 11th Floor, 11060
61 Forsyth Street
Atlanta, GA 30303
Fax No: 404-562-8821
Email: Teichert.Candice@epa.gov

Date:

3/15/16

Name:

Title:

[Signature]
CANDICE



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

Superfund Division
61 Forsyth Street
Atlanta, Georgia 30303

URGENT LEGAL MATTER
PROMPT REPLY NECESSARY

May 24, 2016

Mr. Bert M. Storey
3531 Walton Way Ext.
Augusta, GA 30909

Re: Access Authorization to conduct geophysical investigation activities on parcel 128-00-00-038 located in McCormick County, South Carolina

Dear Sir:

The United States Environmental Protection Agency ("EPA") is investigating the release or threat of release of hazardous substances, pollutants, or contaminants at the Barite Hill / Nevada Goldfields Site (Site) in McCormick, McCormick County, South Carolina. Pursuant to EPA's mandate to protect human health and the environment, the EPA is conducting a Remedial Investigation and Feasibility Study at the above referenced Site. Extended access to your property is necessary to collect geophysical information regarding groundwater flow direction information around the Site.

Per our conversation May 16, 2016, geophysical investigation activities will commence May 23, 2016 at the Site. Unforeseen circumstances have delayed the original anticipated start date of the geophysical investigation. As a result, the EPA requests that an extension for access be granted to your property beginning June 01, 2016 at approximately 12:00am EDT. The grant of access will be effective for the duration of the investigation and geophysical activities, and will expire July 01, 2016 at 12:00am.

Please indicate consent to extend access to the EPA to conduct the above described activities by signing and dating the enclosed access authorization.

If you should have any questions, please contact Candice Teichert at (404) 562-8821. Your assistance and cooperation are greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Candice Teichert", written over a horizontal line.

Candice Teichert
Remedial Project Manager
U.S. Environmental Protection Agency



ACCESS AUTHORIZATION EXTENSION

1. I, M Bert Spray, am an authorized representative or owner of the property identified as parcel no. 128-00-00-038, located in McCormick County, South Carolina, as such, I have the authority to sign this authorization.
2. I grant authorization to the United States Environmental Protection Agency (EPA), its officers, employees, contractors and other authorized representatives to enter the property identified as parcels 128-00-00-038. This authorization allows the EPA, its officers, employees, contractors and other authorized representatives to have full and unfettered access to all areas of parcel 128-00-00-038 to conduct Remedial Investigation activities. The EPA's activities on the Site may include, but will not necessarily be limited to, the following:
 - a. the use of geophysical equipment to conduct subsurface investigations;
 - b. the transporting of equipment onto and about the Site, as necessary to accomplish the activities listed above
3. The consent for access and use granted herein will commence on June 01, 2016 and will continue until July 01, 2016.
4. By signing this Access Authorization, I acknowledge that I understand that these actions by EPA are undertaken pursuant to its response and enforcement authority under Sections 104(a) and 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or Superfund), 42 U.S.C. Section 9604(a) and (e).
5. Please return this signed and dated Access Authorization to:
Candice Teichert, Remedial Project Manager
U S Environmental Protection Agency, Region 4
Atlanta Federal Center - 11th Floor, 11060
61 Forsyth Street
Atlanta, GA 30303
Fax No: 404-562-8821
Email: Teichert.Candice@epa.gov

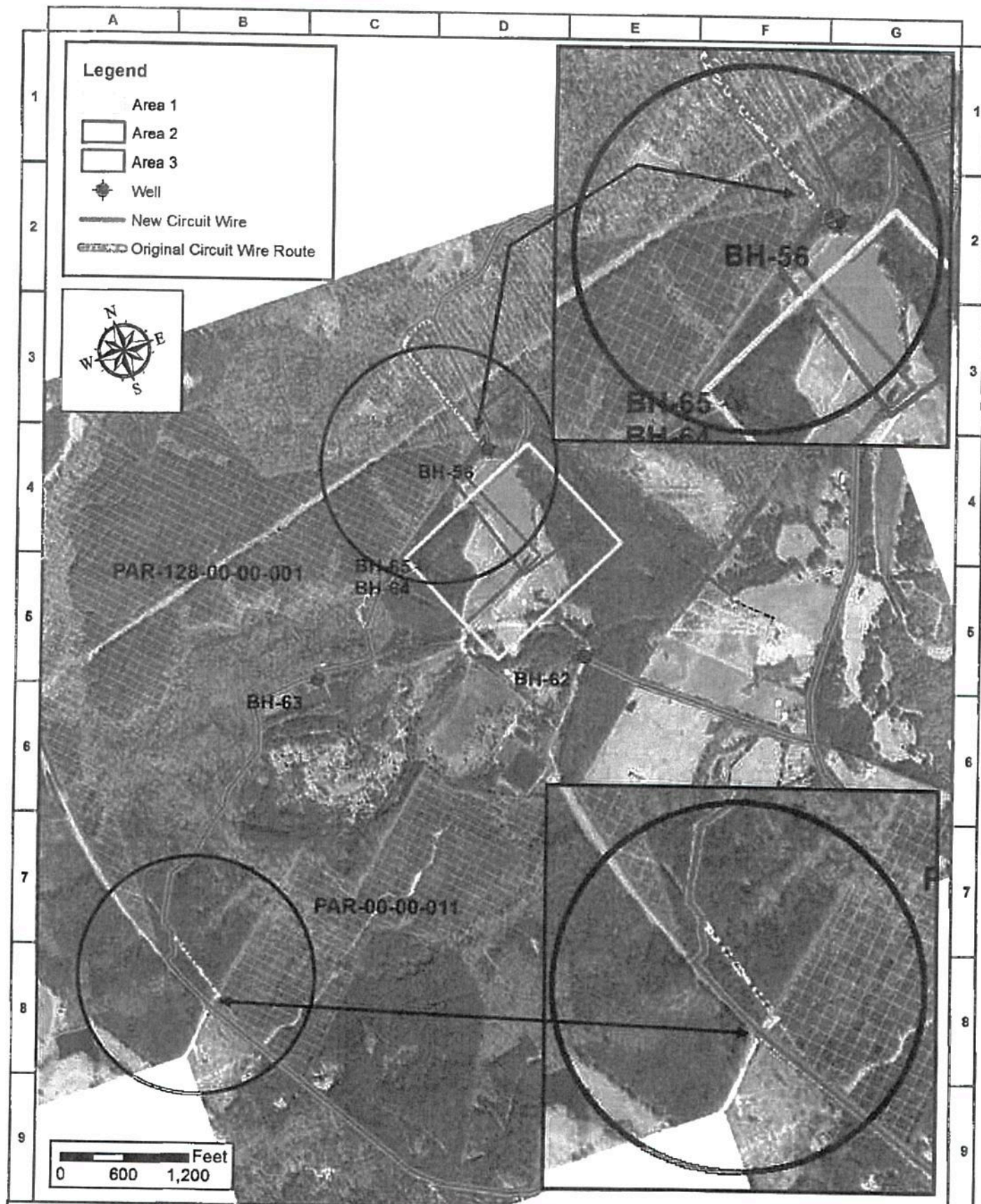
Date:

May 29, 2016

Name:

Title:

[Signature]
OWNER



WILLOWSTICK TECHNOLOGIES, LLC.
Groundwater Mapping Services
132 E. 13065 S. Ste. 100
Draper, Utah 84020
TEL: (801) 984-9850 FAX: (801) 984-9851


willowstick

Black & Veatch
Barite Hill Mine
Survey Coverage with
Circuit Wire Layout Changes

PROJECT #: Proposal
DATE: 15-Mar-2016
SCALE: 1:14,400



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

Superfund Division
61 Forsyth Street
Atlanta, Georgia 30303

URGENT LEGAL MATTER
PROMPT REPLY NECESSARY

May 13, 2022

Storey Family Limited Partnership Two LLLP
Attn: Barry L. Storey, General Partner and Registered Agent
3638 Walton Way Extension, Ste 201
Augusta, GA 30909

Re: Notice of Request for Access to Parcel/Map Number 128-00-00-038.
Located in McCormick County, South Carolina

The United States Environmental Protection Agency ("EPA") is investigating the release or threat of release of hazardous substances, pollutants, or contaminants at the Barite Hill / Nevada Goldfields Site (Site) in McCormick, McCormick County, South Carolina. The EPA is requesting for access to be restored to this portion of the Site. Pursuant to EPA's mandate to protect human health and the environment, the EPA is conducting remedial activities at the above referenced Site. In performing these activities, EPA needs continued access to the Site. Enclosed is a copy of the Access Authorization and parcel identification information. The EPA requests that access be granted to your property beginning June 30, 2022 and that access continue until EPA completes its investigations and remedial activities at the Site.

Please indicate this grant of access to the EPA to conduct the above described activities by calling Candice Teichert at (404) 562-8821 to grant verbal access on or before June 15, 2022. Also, to complete the process, please sign and date the enclosed Access Authorization and mail it back to EPA on or before June 17, 2022, using the pre-paid envelope.

If you should have any questions, please contact me (404) 562-8821. Your assistance and cooperation are greatly appreciated.

Sincerely,

Candice Teichert

Candice Teichert, Remedial Project Manager
U.S. Environmental Protection Agency
61 Forsyth St., SW
Atlanta, GA 30303
teichert.candice@epa.gov

ACCESS AUTHORIZATION

1. I, Barry L. Storey, am an authorized representative of the Storey Family Limited Partnership Two, LLLP, owner of the property identified as parcel no. 128-00-00-038 located in McCormick County, South Carolina, as such, I have the authority to sign this authorization.
2. I grant authorization to the United States Environmental Protection Agency (EPA), its officers, employees, contractors and other authorized representatives to enter the property identified as parcels 128-00-00-038. This authorization allows the EPA, its officers, employees, contractors and other authorized representatives to have full and unfettered access to all areas of parcel 128-00-00-038 to conduct site characterization activities. The EPA's activities on the Site may include, but will not necessarily be limited to, the following:
 - a. the collection of such soil, water, and air samples as may be determined to be necessary;
 - b. the sampling of any solids, liquids, drums and tanks stored on-site to characterize such wastes;
 - c. the inspecting, sketching, photographing, and/or video taping of sample locations including unknown wastes or solids on site;
 - d. the transporting of equipment onto and about the Site, as necessary to accomplish the activities listed above;
 - e. the use of geophysical equipment to conduct subsurface investigations;
 - f. other actions related to the investigation of surface or subsurface contamination;
 - g. removal activities as determined by the Remedial Project Manager (RPM) to abate releases or threats of releases to the environment.
3. The consent for access and use granted herein will commence on 30 June 2022 and will continue until EPA completes investigation and remedial activities at the Site.
4. By signing this Access Authorization, I acknowledge that I understand that these actions by EPA are undertaken pursuant to its response and enforcement authority under Sections 104(a) and 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or Superfund), 42 U.S.C. Section 9604(a) and (e).
5. Please return this signed and dated Access Authorization to:
Candice Teichert, Remedial Project Manager
U.S. Environmental Protection Agency
61 Forsyth St., SW
Atlanta, GA 30303
Fax No: 404-562-8821
Email: Teichert.Candice@epa.gov

ACCESS AUTHORIZATION


(Signature(s))

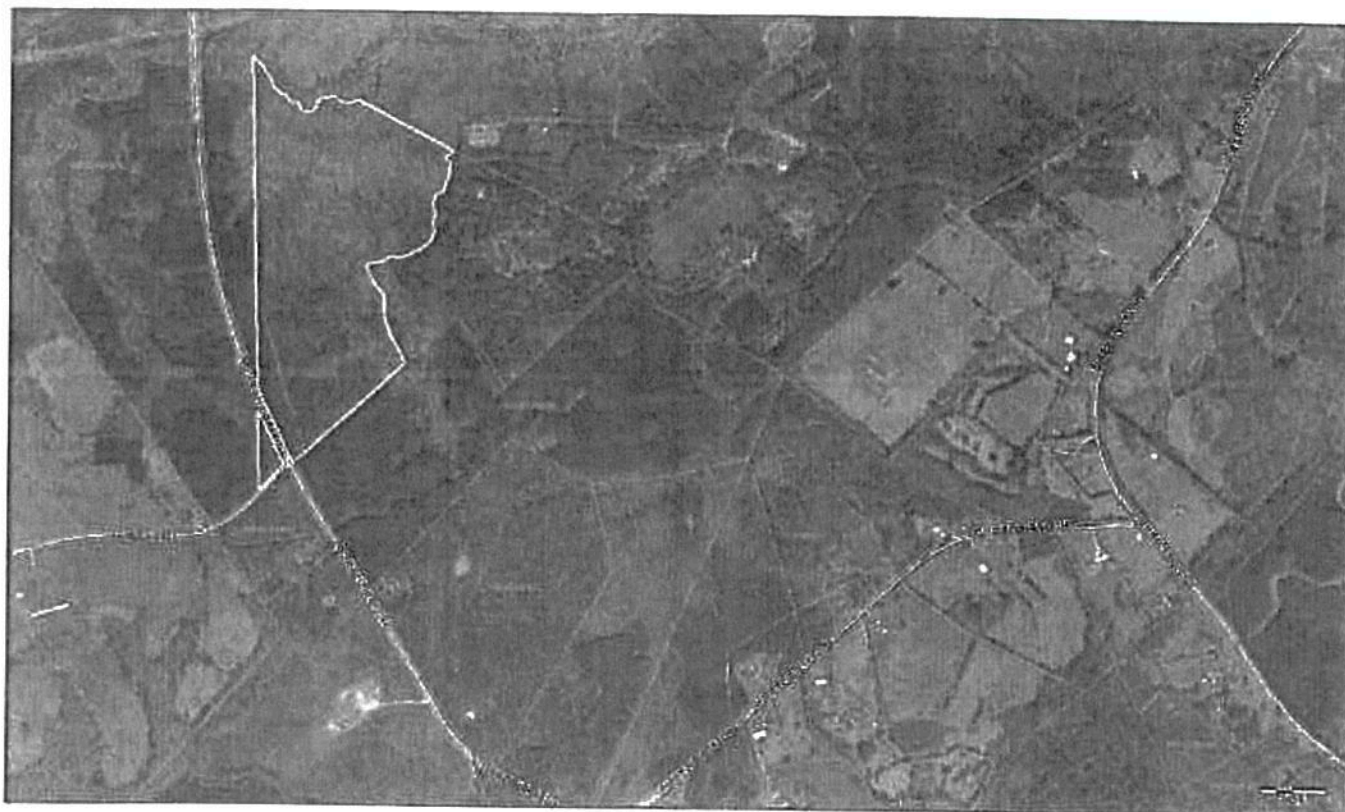
5/26/2022
(Date)

Barry L. Storey
(Printed Name(s))

706-736-8401
(Daytime Phone Number)

General Partner
(Title, if signing as authorized representative of owner)

3638 Walton Way Ext, Suite 201, Augusta, GA 30909
(Mailing address including City, State, and Zip Code)



Type notes here

Printed
05/13/2022

The purpose of this map is to display the geographic location of a variety of data sources frequently updated from local government and other agencies. Neither WTH Technology nor the agencies providing this data make any warranty concerning its accuracy or merchantability. And no part of it should be used as a legal description or document.

128-00-00-038.

General
Assessment
Structure

Owner and General Parcel Information

Property Card	Show Property Card
Map Number	128-00-00-038.
Owner Name	STOREY FAMILY LIMITED
Mailing Address1	PARTNERSHIP TWO LLLP
Mailing Address2	3638 WALTON WAY EXT STE 201
Mailing Address3	AUGUSTA, GA
Mailing ZipCode	30909
Physical Address	0
Legal Description1	
Legal Description2	
Total Acreage	71.21
Deed Book	307